

Master Food Services, Inc., Noah Robinson, and Al Williams d/b/a A & W Catering Co. and Local 129, Chicago School Lunchroom Employees Union, Hotel and Restaurant Employees and Bartenders International Union, AFL-CIO.
Case 13-CA-19283

July 12, 1982

DECISION AND ORDER

BY MEMBERS FANNING, ZIMMERMAN, AND
HUNTER

On April 14, 1981, Administrative Law Judge Marion C. Ladwig issued the attached Decision in this proceeding. Thereafter, Respondents and the General Counsel filed exceptions and supporting briefs. The General Counsel also filed a brief in response to Respondents' exceptions, and Respondents also filed an answering brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,¹ and conclusions² of the Administrative Law Judge and to adopt his recommended Order.

¹ Respondents have excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), *enfd.* 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

Additionally, Respondents assert that the Administrative Law Judge's findings are a result of bias and prejudice. After a careful examination of the entire record, we are satisfied that this allegation is without merit.

In adopting the Administrative Law Judge's Decision, however, we place no reliance on his discussion of Noah Robinson's credibility in sec. II.D.1, par. 6, of his Decision. However, it is clear from a careful reading of his Decision and the record that the Administrative Law Judge's credibility resolutions were based on many factors in addition to the point noted in that paragraph of his Decision.

² The Administrative Law Judge concluded that Respondents did not violate Sec. 8(a)(1) of the Act by discharging Supervisor Pearline Curtis. We agree.

In our recent decision in *Parker-Robb Chevrolet, Inc.*, 262 NLRB No. 58 (1982), we held that the protection of the Act does not extend to supervisors who are disciplined or discharged as a result of their participation in union or concerted activity. In so doing, we overruled *DRW Corporation d/b/a Brothers Three Cabinets*, 248 NLRB 828 (1980), on which the General Counsel relied in arguing that Curtis' discharge was unlawful, and similar cases to the extent those cases held that a violation is established when the discipline or discharge of supervisors is "part and parcel" of an employer's pattern of unlawful conduct directed against employees. Accordingly, we conclude in agreement with the Administrative Law Judge, for the reasons fully set forth in *Parker-Robb*, that there is no basis for finding the discharge of Supervisor Curtis unlawful. Furthermore, we find *Talladega Cotton Factory, Inc.*, 106 NLRB 295 (1953), also relied on by the General Counsel, inapplicable to the facts of the instant case.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondents, Master Food Services, Inc., and Noah Robinson, Chicago, Illinois, their officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

DECISION

STATEMENT OF THE CASE

MARION C. LADWIG, Administrative Law Judge: This case was heard at Chicago, Illinois, on June 2 and November 12-13, 1980. The charge was filed by the Union on November 8, 1979¹ (amended July 10, 1980), and the complaint was issued on December 28 (amended May 20, 1980, and at the hearing). The primary issues are whether Respondent Noah Robinson² (a) threatened to discharge college cafeteria employees unless they retrieved their union cards, (b) threatened to close the cafeteria if the Union became the bargaining representative, (c) discriminatorily discharged six cafeteria employees because of their union support, (d) unlawfully discharged the supervisor, (e) thereafter unlawfully discriminated against the employees by prohibiting an *alter ego*, Al Williams, from employing them, in violation of Section 8(a)(1) and (3) of the National Labor Relations Act, as amended, and whether (f) Noah Robinson is personally liable and subject to a remedial order.

Upon the entire record,³ including my observation of the demeanor of the witnesses, and after due consideration of the briefs filed by the General Counsel and by Respondents MFS and Robinson, I make the following:

FINDINGS OF FACT

I. JURISDICTION

Master Food Services, Inc., an Illinois corporation, has engaged in the business of providing cafeteria services to City Colleges of Chicago, including cafeteria services at Chicago Urban Skills Institute (CUSI), Olive-Harvey College, Kennedy-King College, and Malcolm X College, in Chicago, Illinois, where in 1979 it admittedly derived gross revenues in excess of \$500,000 and received goods valued in excess of \$5,000 directly from outside the State.

I find that it has been an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

¹ All dates are in 1979 unless otherwise indicated.

² The names of Respondents appear as amended at the hearing.

³ The General Counsel's unopposed motion to correct transcript, dated January 13, 1981, is granted and received in evidence as (G.C. Exh. 33.)

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background

Respondent Noah Robinson, as the sole stockholder of Immaculate Maintenance, Inc., has "been doing business with the city colleges since 1972 in the maintenance department." Operating as a union contractor, he has a cost-plus contract with City Colleges of Chicago to provide cleaning services for eight of the colleges. These include two smaller colleges, Chicago Urban Skill Institute (CUSI) and Olive-Harvey College (where the cleaning crews consist of 6 or 7 persons), and two larger colleges, Kennedy-King College and Malcolm X College (where the crews have 30 to 40 persons).

In January 1975, Robinson agreed to begin performing additional services for City Colleges. As president of Stanley Ryan, Inc. (one of a number of corporations in which he owned all or a majority of the capital stock), he signed a contract, agreeing to operate the Kennedy-King and Malcolm X cafeterias. The contract (G.C. Exh. 3) required City Colleges (acting through the board of trustees of Community College District No. 508) to provide rent free the cafeteria facilities, all of the equipment (excluding "consumable" items, such as napkins, toothpicks, etc.), utilities, repairs and maintenance, and the dining-area janitorial service (performed by Immaculate Maintenance). Stanley Ryan, as the operator, was required to provide workmen's compensation, liability, and other insurance.

Having no experience in cafeteria operations, Robinson entered into a subcontract with the former operator, Am-Food Industries, to operate the cafeteria "as a subcontractor of Stanley Ryan Associates." (G.C. Exh. 9A.) By June or July 1975, Robinson had incorporated Food Service Management Co. (FSM), another corporation in which he was the sole stockholder, to operate the two cafeterias as a division of Stanley Ryan. According to Robinson, FSM experienced financial losses in the next 2 years. In late April 1977, as FSM's board chairman, Robinson sent creditors a letter (G.C. Exh. 9A) in which he reported that one creditor was threatening to "drive FSM Corporation into bankruptcy" rather than accept Robinson's second debt reduction plan, and wrote: "Big deal. Nothing from nothing leaves nothing. If FSM Corporation goes—or is driven—out of business, Stanley Ryan will probably be in the market for *another* subcontractor. The beat goes on." When he sent a copy of this letter to Vice Chancellor Irving Slutsky, the City Colleges official with whom Robinson dealt on cafeteria matters between 1975 and 1980, Slutsky objected that subcontracting of the cafeteria operations without City Colleges' approval was "contrary to policy." On May 9, 1977, as president and chief executive officer of "Food Service Management Co., a Division of Stanley Ryan & Associates, Ltd.," Noah Robinson sent Slutsky a letter, confirming "our conversation of this morning." In the letter, Robinson falsely asserted, "Stanley Ryan has never subcontracted the Malcolm X or Kennedy-King College cafeteria operations." He then added that "Noah Robinson is the sole owner of the FSM Corporation" and claimed "From time to time, in the beginning, we retained 'consultants' to advise us until we acquired the au-

thority of knowledge in manual food operations. Now we're on our own." (G.C. Exh. 9B.)

By June 1977, Robinson had incorporated another solely owned corporation, Respondent Master Food Services, Inc. (MFS), to replace FSM which went out of business. (G.C. Exh. 2.) However, he began using still another name, the fictitious corporate name of "Master Food Vendors," the name of the Respondent in the original charge. He did not correct this misnomer in his November 27 pretrial affidavit. Instead he falsely claimed, "I own all the stock in an Illinois corporation called Master Food Vendors, Inc.," and asserted "Master Food Vendors (MFV) is engaged in the business of providing manual food services to several cafeterias for the City Colleges of Chicago." (G.C. Exh. 21.) He never incorporated a company under that name.

In early 1978, Robinson agreed to begin operating two additional cafeterias for City Colleges in the name of Master Food Vendors. They were the smaller cafeterias at CUSI and Olive-Harvey. On February 7, 1978, the City Colleges board approved Vice Chancellor Slutsky's recommendation that its July 1, 1976, contract with Gourmet Catering, Inc., to operate the two cafeterias, be assigned to "Master Food Vendors (Stanley-Ryan Associates, Inc.," which "are one and the same Company, such notification having been provided to the Board by letter." (G.C. Exh. 7.) (The evidence does not reveal Robinson's motivation for using the MFV misnomer after MFS was incorporated.) The assigned contract was similar to the contract Robinson had signed in 1975 to operate the larger cafeterias at Kennedy-King and Malcolm X Colleges but it specifically provided (in sec. 16, G.C. Exh. 6) that "this Agreement may not be assigned without prior written consent of the Board," thereby prohibiting Robinson from selling or subcontracting the contract without prior City Colleges' approval.

By May 1979, Robinson was also using the correct name of MFS in the cafeteria operations. On May 4, Slutsky wrote him at Master Food Services, Inc., extending the CUSI and Olive-Harvey contract through June 30, 1980. (G.C. Exh. 8A.) On June 6, Slutsky similarly notified Robinson that "the Board of Trustees has approved the extension of the existing agreement with Master Food Service, Inc. (Stanley-Ryan, Inc.) for food service at Kennedy-King and Malcolm X Colleges for the period July 1, 1979 through June 30, 1978." (G.C. Exh. 10B.)

All four of the cafeterias were being operated non-union. By October 1979, the two larger cafeterias, at Kennedy-King and Malcolm X, were operating at a profit. As admitted in Robinson's November 27 pretrial affidavit (G.C. Exh. 21, p. 2., par. 6), "We do make profit at Kennedy-King and Malcolm X and therefore were subsidizing CUSI and Olive-Harvey. At CUSI and Olive-Harvey we have to pay a 10% royalty to the City Colleges—which we do not have to pay royalty at Kennedy King and Malcolm X. We have similar labor costs at all 4 colleges—at Kennedy King and Malcolm X volume of sales in about \$1200 plus per day versus about \$500 plus per day at CUSI." (Because of the unprofitabi-

lity of the two smaller cafeterias, the royalty was not being paid.)

This proceeding arose when the Union sought recognition as the bargaining representative of the employees at the smaller unprofitable CUSI cafeteria.

B. Threats To Close and To Discharge Employees

About 2 p.m. on Friday, October 26, International Organizer Frank O'Brien (who was organizing on behalf of the Union, Local 129), met with Cook-Manager Pearlina Curtis and six employees at the CUSI cafeteria. He passed out union authorization cards and all seven of them, Curtis, Cora Bonner, Kenneth Hardiman, Ronald Henderson, Bernice Johnson, Erma Jordan, and Lorraine Mosley, plus Ruben Reed who was washing pots at the time, signed them. The following Monday or Tuesday, O'Brien telephoned William Stratton, an official of Local 304 (another Chicago local of the same International), told him all of the CUSI employees had been signed up, and asked him to intervene with Noah Robinson in the hopes of getting voluntary recognition.

About 11:30 on Tuesday night, October 30, Alfreda Vaughn (one of Noah Robinson's "key" assistants as discussed later) telephoned Manager Curtis at her home. As Curtis credibly testified, Vaughn said, "I'm calling for Noah. Noah wants to know if you all talked to a union man. . . . Well, did you all sign any papers or any kind of a contract? . . . Well, if you haven't then don't because Noah don't want no union in." (Vaughn did not testify.)

About 9 o'clock the next morning, October 31, Noah Robinson telephoned Curtis at work and told her a "friend" (evidently referring to William Stratton) had told him that all the "kids" at CUSI "had signed up for a union." As testified by Curtis (who impressed me by her demeanor as being an honest, forthright witness), Robinson began by asking, "What's going on down there?" and "Well, what about the union?" Curtis answered, "I talked to Freda last night and I told Freda that we hadn't joined no union. We talked to the union man." She denied signing "any papers or anything," but finally admitted, "Well, we signed some cards." About an hour later, Robinson called back, asked when everybody got off, and instructed Curtis to "hold everybody there till I get there. I want to have a meeting with everybody." Robinson arrived at the cafeteria about 2:15 or 2:30 p.m. and met with Curtis and six of the employees (everybody on duty that day except Reed, who again was still washing pots). As Curtis credibly testified, Robinson said he was really surprised when "his friend called him" and told him that the people at CUSI had signed up for a union. "He said he did not want no union. He didn't want none of his schools unionized because the unions [were] nothing but a bunch of headaches and they were gamblers, crooks and murderers." He threatened that "before he would have any of his schools unionized he would close them down." He asked the employees if they knew any way to get the union cards back; said he was supposed to have a meeting with "his friend" the next day for the friend to show him the cards; said he "didn't want to see them"; and threatened that "if the guy showed him those cards that we were all going to

be fired." I discredit Robinson's denials (his credibility is discussed later, and find that Robinson's threats on October 31 to discharge the employees unless they retrieved the union cards and to close the cafeteria before he would have any of his schools unionized were coercive and violated Section 8(a)(1) of the Act.

C. Alleged Discriminatory Discharge

1. Evidence of discrimination

On November 1, the day after Noah Robinson threatened the CUSI cafeteria employees with discharge and closure, he telephoned Vice Chancellor Slutsky. As Slutsky (a credible witness) testified, Robinson said "he was contemplating or talking about transferring the [CUSI] contract to some other company and I said I could not allow that, it has to be done by official board authorization, I have to know more about any other potential vendor that you would want to introduce." Nevertheless, that same day, Robinson wrote Slutsky, stating that he had already spoken to President Peyton Hutchison on this matter, and claiming that Hutchison had "concurred on our proposed action." Robinson also stated, "Reiterating our telephone conversation of this morning, it is our intent, subject to your approval, to sell or sublet the C.U.S.I. manual food operation to A & W Catering, Inc., Al Williams, President and owner . . . we intend to shut down our operational involvement and dismiss the entire work crew [emphasis supplied] at the close of business tomorrow, November 2, 1979." (I note that, on November 7, Hutchison wrote Robinson, asserting that the "sentence which reads, 'I have spoken to Mr. Peyton Hutchison on this matter and he concurred on our proposed action,' is not accurate. . . . I must remain neutral regarding this matter." (G.C. Exh. 12.) As justification for the action, Robinson explained in the November 1 letter that "Just recently, attempts have been initiated by an outside union (infested with unsavory, hoodlum-types) to organize the cafeteria workers"; cited "the same problem at Kennedy-King several years ago"; and stating "Now, they're back, and I want *no part* of them"—attaching 1974 and 1977 newspaper clippings of a "gang chief" killing, etc., in Stratton's Local 304. Robinson then added that the "primary consideration" was economic.

About 9 or 9:30 o'clock the next morning, Friday, November 2, Al Williams (then a grill cook at the Olive-Harvey cafeteria, G.C. Exh. 21, p. 4, par. 10) went to the CUSI cafeteria. (Williams, one of the Respondents herein, did not file an answer, make an appearance at the hearing, or testify.) As Manager Curtis credibly testified, Williams "came in and . . . told me that Noah had sent him down to take inventory. . . . First he was talking to me about letting the union man come in and he said that he wished that I hadn't because Noah was very upset." Later Williams called Curtis in the office and told her, "Pearl, that was Noah on the phone and he told me to tell you that starting Monday a new catering service would be taking over the cafeteria." He smiled and said, "You know that's a lie, don't you Pearl? . . . That's me."

About 2:30 that Friday afternoon, November 2, Noah Robinson went to the CUSI cafeteria with the final paychecks (the paychecks which were due on November 1 and also second paychecks for November 1 and 2, the first 2 days of the next pay period), and met with Manager Curtis and employees Bonner, Johnson, Jordan, and Mosley in the cafeteria office. As Curtis credibly testified, Robinson announced that "Starting Monday the cafeteria will be under different management," told her that he was holding her responsible as the leader, and "said that we had all signed ourselves out of a job and from now on to watch what you sign." In the conversation he said, "I hold Pearl fully responsible because she should have called the office to find if he was interested in us signing up for the union." He said he "was sorry he had to do this, but he had to lay everybody off" because of what they had done "about this union thing"; that he could not ever use any of them at CUSI anymore, especially Curtis; and that maybe he would be able in the long run to place them at other schools but *never* at CUSI—indicating his intentions of controlling future hiring at the CUSI cafeteria.

Al Williams began managing the CUSI cafeteria the next Monday morning, November 5, with a completely different crew—without retaining any of the eight persons who had signed union authorization cards. I discredit Robinson's claim that he suggested to them on November 2 "that they ought to contact [Williams] about the possibility of working in his crew," and that "since that time several of those people in attendance did contact him and did go to work for him." (As discussed below, I find that much of Robinson's testimony was fabricated.) It is otherwise undisputed that none of the eight card signers present on November 2 ever worked for Williams "during his tenure" as manager of the CUSI cafeteria. Instead of permitting cashier Cora Bonner to be retained by Williams in the CUSI cafeteria, Robinson transferred her to the MFS cafeteria at Malcolm X College (where she had remained a maintenance employee of Immaculate Maintenance while working part time at the CUSI cafeteria, substituting for cashier Ann Jones who was on sick leave) and "allowed" Williams to take one of the Malcolm X cashiers to work at CUSI. (Bonner is the only card signer who is not alleged to be a discriminatee.) Another card signer, Ruben Reed, asked Robinson for employment in early 1980 and was sent to Malcolm X College where he worked a short time for MFS or Immaculate Maintenance. The only CUSI cafeteria employee who was retained by Williams was Ann Jones, the cashier on sick leave when the cards were signed. Robinson testified that she "stayed on and was hired by Mr. Williams as cashier during his tenure."

Robinson admitted that when City Colleges hired new contractors, both in the cafeteria and maintenance departments, the practice had been for the staff to "remain even after the operating contractor is gone. . . . When I went to Kennedy-King and Malcolm X, the crew was already there working for the previous contractor operator. . . . We retained the same people. . . . When we came [to CUSI in February 1978] we kept everybody there." Yet, when Williams became the CUSI cafeteria manager on Monday, November 5, he did not retain any

of the persons who had worked in the cafeteria on Friday, November 2.

On December 20, Robinson sent Vice Chancellor Slutsky a letter, written "In response to your request for clarification on the proposed authorization for transfer" of the CUSI cafeteria operation rights from MFS to A & W Catering Co. Robinson asserted in the letter that A & W had been operating the cafeteria for several weeks "on a trial basis under our auspices." He gave, as the "rationale for requesting the transition," first "Economic considerations" and then asserted: "Union organizing efforts. There have been escalating efforts by the Hotel and Bartenders union to organize the cafeteria workers. For MFS to have to sign an agreement with any union would entail granting additional economic considerations (i.e., higher wages, increased benefits, etc.) that we just could not bear." (G.C. Exh. 13).

Thus, in addition to Robinson's threats on October 31 to discharge the CUSI cafeteria employees and to close the cafeteria before he would have any of his schools unionized, the evidence shows that (a) Robinson wrote Slutsky on November 1 that he intended to "dismiss the entire work crew" on November 2, even though the admitted practice at the city colleges was for the cafeteria staffs to remain when the operators change; (b) Robinson, when delivering the employees' final paychecks on November 2, told the employees that they had signed themselves out of a job, that he had to lay everybody off because of what they had done "about this union thing," that he could not use any of them at CUSI anymore, and that maybe he would be able to place them later at other schools, but "never" at CUSI; (c) Williams retained one cafeteria employee who was absent when the union cards were signed but none of the eight card signers; and (d) Robinson admitted in his December 20 letter to Slutsky that the union organizing efforts were a motivation for his actions.

2. Respondents' contentions

Ignoring his own statement in his November 1 letter to Vice Chancellor Slutsky that he intended to "dismiss the entire work crew," Respondent Noah Robinson claimed at the hearing, "I did not discharge anyone," and "There was nothing to lead me to believe that they would not be there after I left." I discredit these claims as fabrications.

The brief, filed on his and Respondent MFS's behalf, contends that "it is obvious that the operation of the cafeteria at CUSI was discontinued for business (namely, economic) reasons and was not motivated by an antiunion animus." In making this contention, the brief ignores Robinson's admission that he told everybody the union and the economics were the *two* reasons he was "getting out." (In view of this admission, other credited testimony, and the fact that Robinson impressed me by his demeanor on the stand as being willing to shape his testimony to fit his defenses, I discredit his denial that he recalled telling Al Williams, during the period from Wednesday, October 31, to Friday, November 2, that the Union had signed up the employees at the CUSI cafeteria. The brief also ignores Robinson's December 20 letter

to Slutsky, admitting that he had taken the action he did because of economic considerations and the "escalating efforts by the Hotel and Bartenders union to organize the cafeteria workers," as quoted above.

The brief further contends that "it is apparent that the evidence does not preponderate in favor of a finding that, in discontinuing the operation of the CUSI cafeteria, the Respondents were motivated by a desire to chill unionism at their other cafeterias or businesses." The brief argues that "Robinson is involved in other companies that cover six different industries and six different unions," and cites his testimony that he has never before had a charge of unfair labor practice filed against him. (This argument refers to the Union representing employees performing cleaning services under his cost-plus contract with City Colleges, the driver and loader locals representing employees of a milk company, and various construction unions.) The brief cites the fact that card signer Cora Bonner was thereafter employed in MFS's Malcolm X cafeteria (but transferred from the CUSI cafeteria where she signed the union card). Ignoring the credited testimony that Robinson told the employees on October 31 that "before he would have any of his schools unionized he would close them down," as found above, the brief argues that there was "no evidence" that the Respondents believed the union organizing at CUSI to be a first step in organizing the other cafeterias.

In MFS' first answer (G.C. Exh. 1E), filed by Robinson himself on January 1, 1980, he admitted the allegations that the supervisor and employees were discharged on November 2, and alleged that they were terminated because the CUSI cafeteria operation was "sold" (an allegation which was clearly false). Robinson also alleged in the answer that MFS "has had no official or formal contact with or from Frank J. O'Brien [who filed the original charge on behalf of Local 129, Chicago School Lunchroom Employees Union, on November 8] or any other official union representative, on the C.U.S.I. matter. 'Unofficial' sources within the union [evidently referring to Local 304 official Stratton] informed us of the union's possible interest in attempting to organize C.U.S.I. cafeteria workers." Thus, Robinson was admitting knowledge that Stratton was to speak for the Union (Local 129). I discredit his testimony that he believed the employees had signed a "slip" for Local 304.

3. Concluding finding of discrimination

This is not a case where a contractor, faced with a continuing unprofitable operation, refused to renew the contract at its expiration, or obtained authorization to transfer or subcontract the contract to a third party. If that had happened here, the new contractor or subcontractor would have followed the past practice of retaining the cafeteria employees, as Robinson had done when he replaced earlier contractors at City Colleges cafeterias.

Here, the CUSI and Olive-Harvey cafeterias were unprofitable and may have been since Robinson agreed in February 1978 to operate them. Yet having found that the two larger cafeterias (at Kennedy-King and Malcolm X Colleges) were making a profit, Robinson had continued to operate the two smaller cafeterias. Nevertheless, 3

days after Robinson learned that the Union was organizing the CUSI cafeteria employees, he discharged seven card signers (the manager and six cafeteria employees), and transferred the eighth one (who also worked under a union agreement in the maintenance department at Malcolm X), having in the meantime threatened them with discharge unless they retrieved their union cards and with closure before he would have any of his college cafeterias unionized. As found, he told the employees they had signed themselves out of a job. Under these circumstances, I find that the General Counsel has made a *prima facie* showing that their union activity was a motivating factor in Robinson's decision to discharge the six CUSI cafeteria employees, and that the Respondents have failed to demonstrate that Robinson would have taken the same action against them had they not engaged in the union activity. *Wright Line, a Division of Wright Line, Inc.*, 251 NLRB 1083 (1980). I therefore find that Respondents Robinson and Master Food Services discriminatorily discharged employees Kenneth Hardiman, Ronald Henderson, Bernice Johnson, Erma Jordan, Lorraine Mosley, and Ruben Reed to discourage union membership, in violation of Section 8(a)(3) and (1) of the Act. On the other hand, I agree with Respondents Robinson and MFS that, as a statutory supervisor, Manager Crafts was not unlawfully discharged. I therefore dismiss the allegation in the complaint that her discharge violated Section 8(a)(1) of the Act.

D. Williams as "Alter Ego"

1. The circumstances

In Robinson's November 27 pretrial affidavit (G.C. Exh. 21, p. 3, par. 9), he claimed that on Wednesday, October 31, after learning about the union organizing in the CUSI cafeteria, "I reviewed various proposals which I had received from various businesses over the year to take over CUSI." At the hearing Robinson testified that he did not remember reviewing written proposals, and finally admitted that he had not received any proposals. Having received no proposals to buy or subcontract the unprofitable operation, Robinson hastily entered into a verbal arrangement with one of the MFS employees, Al Williams, who had done some catering work on the side. On Friday morning, November 2, Williams went to the CUSI cafeteria to take inventory. As discussed above, when he told Manager Curtis in the cafeteria office that Robinson had just called and said to advise Curtis that "starting Monday a new catering service would be taking over the cafeteria," he smiled and said, "You know that's a lie, don't you Pearl? . . . That's me."

Williams had previously been a manager, but was working as a grill cook at MFS' Olive-Harvey cafeteria before becoming manager at CUSI on November 5. He had done some catering work under the name of A & W Catering Co. Some indication of the limited scope of this catering service is the undisputed testimony that in October, while working at Olive-Harvey, he telephoned CUSI Manager Curtis "and wanted to know if he could borrow some punch bowls" for catering a breakfast. According to Robinson, Williams was a super cook and a

good planner, but, "One of the problems that we had with Mr. Williams, when he worked with us . . . was that he was *not always dependable*" (emphasis supplied), and "we had difficulty finding him when he was in our employ because he moved from house to house and 'shacked' with people, on occasion." Robinson painted a different picture of Williams when writing Vice Chancellor Slutsky on December 20 (G.C. Exh. 13) seeking authorization to transfer the CUSI cafeteria operation rights to Williams. Robinson represented in the letter that Williams had worked as cafeteria manager at Malcolm X, Kennedy-King, Olive-Harvey, and CUSI and "has been one of our most valuable and productive employees over the years, and I would not hesitate to recommend him highly." Robinson then added (implying that he intended to continue having responsibility over the CUSI cafeteria operation), "He is a person that I can work comfortably with."

The following day, December 21—7 weeks after Robinson assertedly was "walking out" on the CUSI cafeteria operation—he wrote Slutsky another letter (G.C. Exh. 14), withdrawing his request that the "rights and/or authorization to manage" the cafeteria be transferred to A & W Catering Company. Robinson wrote that it was the opinion of counsel that by virtue of A & W's hiring and "paying its employees with their own A & W checks," buying "all of its food products direct from their suppliers," and managing the cafeteria operations, and the fact that he and MFS had no equity interest, financial involvement, or management role in the day-to-day operating affairs of A & W, "it is perfectly legitimate for A & W to operate under our auspices," pending any negotiated buy out which "should take quite some time." This was about 3 weeks beyond the 30-day trial period which, according to Robinson, Williams began operating the cafeteria "under our auspices." Terms for a transfer of the contractual rights were never agreed upon.

As manager of the CUSI cafeteria, Williams was performing much the same function as the previous manager. Cafeteria Manager Curtis had done all the ordering of food and supplies, maintained the inventory, and kept the employees' timesheets. Robinson admitted that the MFS managers at the college cafeterias generally would do the hiring and firing of cafeteria employees and were "responsible for the day-to-day operations." There were two principal differences in Williams' function. Although he performed these same duties, Robinson sharply limited his choice of employees. On the last workday before Williams became the CUSI manager, Robinson discharged seven of the eight employees on duty in the cafeteria (transferring the eighth), and told them that he would never assign them to work again at the CUSI cafeteria. Robinson permitted Williams to hire only one CUSI employee (the cashier on sick leave when the union cards were signed), and "allowed" Williams to take one of Robinson's Malcolm X cashiers (the one replaced by the eighth card signer transferred from the CUSI cafeteria). The other principal difference was that Williams—at the time Robinson wrote the December 21 letter to Slutsky, and presumably until Williams abandoned the CUSI cafeteria as discussed below—paid the

cafeteria employees with A & W checks. The evidence does not disclose any change in the preparation of the payroll or in the performance of other clerical or bookkeeping duties. (There is no showing that Williams had any other employees. The December 21 letter disclaims "any equity interest or financial involvement or management role in the day to day operating affairs of A & W Catering," without making any reference to performing clerical and bookkeeping services for Williams.) The documentary evidence does show that Williams was not required to pay all the expenses of the cafeteria. MFS continued to provide, in December and in February, March, and April 1980, insurance coverage for the CUSI cafeteria as required in MFS' contract with City Colleges. (G.C. Exhs. 27, 29, 32A, and 32B.) When asked whether Williams would pay any sum of money for the right to operate the cafeteria, he answered, "Not a dime."

Vice Chancellor Slutsky had no dealings with Williams concerning the operation of the CUSI cafeteria during the time Williams was the manager there, and continued to deal solely with Noah Robinson about the operations. On May 13, 1980, Slutsky notified Robinson that, pursuant to the provision for extension of the contract by mutual agreement, MFS's CUSI and Olive-Harvey contract was extended through June 30, 1981. (G.C. Exh. 8B.)

Robinson's credibility was seriously impugned by his claim on the last day of hearing that he did not know if Williams was still operating the CUSI cafeteria. On the day before, Robinson was in the courtroom assisting his counsel when Vice Chancellor Slutsky testified that Robinson's brother (John Robinson, the MFS operations manager) was acting manager at CUSI and when his counsel's hearsay objection was sustained. Of course the stricken testimony is not evidence, but the fact that this question was raised the day before is of relevance in determining the truth of Robinson's claim of lack of knowledge on the last day of hearing.

When questioned further about this claim, and specifically asked if it was a fact that from time to time his brother had been operating the CUSI cafeteria, Robinson answered, "I do not know that to be a fact."

Later in the day Robinson was called as the only defense witness. In an apparent attempt to explain his lack of knowledge of the CUSI cafeteria operation, he testified:

Q. During the year, 1979, what, if any, duties did you have in connection with Master Food Services, Inc., and the operation of these cafeterias?

A. None. Although I was the owner of the corporation, I never had any operational or administrative duties as relates to the company. . . . I have been asked by the chancellor to go into problem situations, as Mr. Slutsky said yesterday. . . .

* * * * *

Q. . . . During the year 1979, would you tell us what percentage of your time was devoted to the operation of Master Food Services?

A. Zero.

On the first day of hearing, before this issue and the issue of whether he should be individually liable were raised, Robinson gave a different version, describing his participation in the management of the City Colleges cafeteria operations and other businesses from his offices at 10842 South Michigan. He testified, "I don't care who washes dishes or serves food, as long as they are clean and respectable and come to work on time and have the proper attitude. That responsibility is generally left with the [cafeteria] manager to make recommendations." But if it is "a major employee, say like a manager, or a chief cook," then he personally has the "final say." He testified that Operations Manager John Robinson "reports to me. I am the boss. I am the last word, the buck stops here"; "I am the boss and the owner." He further testified, "I happen to have a staff of management employees, quasi-management people, who assist me in the various facets of overseeing the various enterprises I am involved in." He gave a list of 11 such persons, including Alfreda Vaughn, who assists in the "area of accounting and finance or loan packaging." (Vaughn is the corporate secretary of various companies, G.C. Exh. 3, and according to Robinson in his pretrial affidavit, G.C. Exh. 21, p. 5, par. 14, "is the Comptroller and does financial counseling and money management of all the various businesses that I am connected to." I overrule the hearsay objection concerning her conversation with Manager Curtis on October 30.) Robinson related, "at my regular staff meeting I will try to familiarize my key people with a whole range of things I am involved in" and "I may have any individual make a phone call on my behalf or attend a meeting . . . irrespective to what payroll or what company they officially work for." As an example at MFS, "there might be a dispute between a manager and an employee. Whoever is available that could serve in a mediating role might be sent out to investigate the situation. . . . I try to make it a rule of thumb to hire people that are multi-disciplined and multi-talented, that is can do more than one thing. That is why they are of value to me." He named five of his key assistants who were on the payroll of Breadbasket Commercial Association, a federally funded, nonprofit organization which he incorporated in 1970 for the promotion of minority businesses. He gave as another example one of these five, Kathy Gates, who "may have had some sort of role" as "assistant to me in excepting some of my various corporate functions" for MFS, "But she does likewise with the construction companies or the other, too." (He was referring to about 10 or 15 companies, in the construction, dairy products, cleaning service, fast food, cleaning chemical, and consultant industries.) Thus, in describing how he operated his various businesses and utilized the services of his key assistants without regard to the separate corporate entities, Robinson revealed more of his personal involvement in the operation of MFS than he was willing to admit on the last day of hearing.

On cross-examination Robinson testified that after the first 30 days (ending about December 5), Williams "was not making money and I had no indication after the 30 days that he was doing any better than we had done or

the previous person before." He answered no, he had not checked with Williams since February 1980, and claimed that he did not know whether Williams had been on the CUSI premises since February 1980. Upon being asked "when was the last time Mr. Williams was operating the cafeteria?" he answered, "It could have been any time after November 5 right up till right now." I consider these claims of unawareness inconceivable.

Undoubtedly in May 1980, when the MFS contract to operate the CUSI cafeteria was extended another year by mutual agreement, Robinson knew who was managing the cafeteria. And Robinson must have known in August what was happening there. On August 28, 1980, Vice Chancellor Slutsky wrote Robinson a letter (which he acknowledged receiving, in which Slutsky stated that President Hutchison was very angry about the situation: "If one were to look into that kitchen early in the morning or late in the afternoon, they would find food lying around, roaches scurrying around and the general condition of the service area so bad that any desire to eat in the cafeteria would permanently disappear"; and warning of "drastic changes in the food management" if "immediate strong corrective measures are not taken." (G.C. Exh. 18.) When asked if he had had a conversation with Slutsky concerning the operation of the CUSI cafeteria as recently as August 18, 1980, Robinson answered, "I have conversations with Slutsky several times a week." If Robinson actually had not known who was running the cafeteria, he certainly would have determined that information on that occasion. The CUSI contract was not canceled. Slutsky testified on November 12, 1980, that Noah Robinson was currently operating the cafeterias at CUSI, Kennedy-King, Malcolm X, Olive-Harvey, and The Loop Colleges.

At one point in his testimony, Robinson indicated awareness that Williams was no longer managing the CUSI cafeteria. He testified that "Ann Jones, who was cashier at CUSI, under our tenure, stayed on and was hired by Mr. Williams as cashier *during his tenure*. To my knowledge, she may still be there." (Emphasis supplied.)

Under all the circumstances I discredit Robinson's claim that he did not know whether Williams was still operating the cafeteria, and find to the contrary that Robinson was aware that Williams had abandoned his management of the CUSI cafeteria. (I agree with the General Counsel that "Robinson's testimony was thoroughly unreliable.")

2. Contentions of the parties

The General Counsel contends that the alleged closing and transfer of the CUSI cafeteria operation to Al Williams constituted a "sham transaction," quickly undertaken to avoid bargaining with the Union; that Williams temporarily operated the CUSI cafeteria as a "disguised continuation" of the MFS operation; that the overall management of the cafeteria was continuously in Robinson's hands during the period when Williams was present on the premises; and that MFS and Robinson thereafter reasserted total control. The General Counsel argues that Williams never paid any money for the right to operate

the cafeteria, had no written or oral contract, and "owned no capital assets that would commit him to a continued operation of the business." Pointing out Robinson's and MFS's continued control of the operation, the absence of an arm's-length transaction, the uninterrupted continuation of the same operation with the same equipment at the same place and serving the same customers, and the illegal purpose of the transaction, the General Counsel contends that Robinson engaged Williams as a temporary manager who was an *alter ego* of MFS and Robinson and a single employer with them within the meaning of Section 2(2) of the Act.

Respondents Robinson and MFS contend in their brief that the evidence failed to establish the single-employer allegations in the complaint, contending: "The evidence failed to show that Robinson or M.F.S. had any financial interest in A & W. It failed to show that they benefited in any way from the operation of the CUSI cafeteria after November 2, 1979 nor did it show that they in any way controlled the day to day operations of CUSI after that date."

3. Concluding finding of *alter ego*

After considering all the evidence, I find that Respondents Noah Robinson and Al Williams did not have a bona fide, arm's-length relationship; that Robinson's purported sale or transfer of the CUSI cafeteria operation to Williams, one of the MFS grill cooks, was a sham transaction which was hurriedly devised to prevent unionization of this and other City Colleges cafeterias; and that Williams' position under the verbal arrangement "was essentially that of a manager." *Big Bear Supermarkets #3*, 239 NLRB 179, 184 (1978), *enfd.* 640 F.2d 924 (9th Cir. 1980), *cert. denied* 449 U.S. 919.

Williams, with no financial investment in the operation and no agreement to purchase that part of the MFS cafeteria business, managed the CUSI cafeteria in much the same manner as the former manager, "under the auspices" of MFS. Robinson continued to deal with City Colleges Vice Chancellor Slutsky in carrying out MFS's contractual obligations to operate this and other college cafeterias, and MFS continued to bear at least part of the operating expenses at the CUSI cafeteria by paying for the contractually required insurance coverage. Robinson sharply limited Williams' choice of employees, by not permitting Williams to retain any of the employees who had signed union authorization cards. Williams did begin paying the employees with A & W catering checks, but I find this to be part of a subterfuge, to disguise Robinson's and MFS's continued control over the operation and to give a false impression that Williams was operating the CUSI cafeteria as a separate, independent business.

Thus, during the time Williams operated the CUSI cafeteria under the name of A & W Catering, MFS and A & W were not distinct businesses. Williams was acting as MFS's manager and agent in operating that part of MFS's interrelated college cafeteria business. He and the other cafeteria managers performed similar functions, under the MFS common management. As demonstrated by Robinson's sharp limitation on Williams' choice of employees, Robinson and MFS had centralized control

over the labor relations at this and other City Colleges cafeterias where MFS had the contractual operating rights and obligations. MFS also had common ownership and financial control of this as well as the other college cafeterias, in view of the fact that Williams made no financial investment, he had no contractual rights to the operation, and MFS continued to subsidize the operation from profits at MFS' larger cafeterias.

I therefore conclude, in agreement with the General Counsel, that Al Williams was Respondents MFS' and Robinson's *alter ego* with respect to the CUSI cafeteria. Accordingly I find that Williams, MFS, and Robinson constituted a single employer within the meaning of Section 2(2) of the Act, and that both MFS and Robinson unlawfully discriminated against card signers Kenneth Hardiman, Ronald Henderson, Bernice Johnson, Erma Jordan, Lorraine Mosley, and Ruben Reed in violation of Section 8(a)(3) and (1) of the Act when Robinson prohibited Williams from employing them on and after November 5, following their unlawful discharge by Robinson on November 2. Inasmuch as Williams was acting as merely an agent, at all times under the control of Robinson and MFS, I find that it would not effectuate the policies of the Act to make him personally responsible for the unlawful discriminatory action. *Bon Hennings Logging Co., etc.*, 132 NLRB 97, 98 (1961).

E. Robinson's Personal Liability

1. Changing corporate entities

As found above, Noah Robinson operates various businesses and utilizes the services of "key" assistants without regard to separate corporate entities. He has operated the City Colleges cafeterias under various names: Stanley, Ryan, Inc. (also called Stanley Ryan & Associates, Ltd. and Stanley-Ryan Associates, Inc.), Food Service Management Co. (his solely owned corporation which was operated as a division of Stanley Ryan before going out of business), Master Food Vendors (a fictitious corporate name), and Master Food Services, Inc. (one of the Respondents herein). He has operated the CUSI cafeteria under the name "Master Food Vendors (Stanley-Ryan Associates, Inc.)," and later under the name "Master Food Services, Inc." (MFS). When asked at the hearing if there was a real line of demarcation between his various companies, he answered, "The only thing consistent and constant is me."

City Colleges Vice Chancellor Slutsky testified on the second day of hearing that Noah Robinson was currently operating the five cafeterias. The next day (November 13, 1980, the final day of hearing), when the General Counsel asked Robinson which cafeterias MFS was "currently operating," he claimed that MFS was operating four of them. Later, near the close of the hearing, he again claimed that MFS was "currently operating" City Colleges cafeterias. However, when asked about MFS checks to support his contention that MFS was buying supplies for the cafeterias, he finally revealed that MFS "went bankrupt on June 6, 1980" (4 days following the first day of hearing)—a fact which he had appeared to be attempting to conceal. Although he had been talking to

Slutsky "several times a week" about the operation of the cafeterias, he admitted that City Colleges was not aware that he had filed a bankruptcy petition for MFS over 5 months earlier. Concerning the bankruptcy, the evidence does not reveal whether MFS's bookkeeping records reflect all of the revenues, or whether some of the revenues are shown under another name. (The May 16, 1980, extension of the Kennedy-King and Malcolm X contract, for the period from July 1, 1980, through June 30, 1981, was under the name of "Stanley, Ryan Associates, Inc. (also known as Master Food Services, Inc.)," G.C. Exh. 10C). In support of Robinson's claim at the hearing that the overall operation of the cafeterias was unprofitable, his counsel introduced in evidence MFS's 1977 Internal Revenue Service "Initial Return" and its 1978 and 1979 returns (all filed within the preceding 30 to 60 days), showing that MFS suffered a loss in each of the last 3 fiscal years, ending June 30, 1980. (Resp. Exhs. 2, 3, 4.) However, the gross receipts shown on the returns were substantially less than the 1979 "gross revenues in excess of \$500,000" admitted at the hearing. Without explanation, the IRS returns show gross receipts of only \$388,493.17, \$461,356.87, and \$412,060.91, respectively.

After discussing the evidence, the General Counsel argues in his brief, "Because of the manner in which Robinson organizes and operates his myriad business, it is difficult to ascertain precisely which legal entity actually is accountable for a particular operation."

2. Liable as *alter ego*

Noah Robinson, the sole stockholder who personally controlled the operations of MFS, was responsible for the commission of all the unfair labor practices. He personally threatened to discharge the CUSI cafeteria employees unless they retrieved their union cards; threatened to close the cafeteria before he would have any of his schools unionized; discriminatorily discharged six cafeteria employees because of their union activity; and prohibited Al Williams, the new manager, from employing any of them. He was named individually as a Respondent, and he was represented by counsel at the hearing.

I agree with the General Counsel that Noah Robinson is the *alter ego* of MFS, and that under the circumstances of this case, "it is absolutely necessary to hold Robinson personally liable so as to avert the frustration of the policies of the Act" and "to ensure that any remedies ordered can be effectuated." *Ski Craft Sales Corp., the alter ego of or successor to Horowitz Bros. Mfg. Corp., etc.*, 237 NLRB 122 (1978). Concerning the contention made in Respondents' brief, that the naming of Robinson as a respondent after he refused to stipulate to certain necessary jurisdictional allegations in the complaint "smacks of vindictiveness on the part of the General Counsel," I find this contention to be wholly unwarranted.

3. Section 10(b) defense

The original charge was filed on November 8, 1979, alleging 8(a)(1) and (3) violations on November 2, 1979, against Master Food Vendors Inc. (one of the names

under which Noah Robinson operated the CUSI cafeteria). The original complaint was issued on December 28, 1979, against Master Food Services, Inc. (a corporation solely owned by Robinson), and was served on MFS "Attn: Noah Robinson" on December 31, 1979. (G.C. Exh. 1(d).) On January 1, 1980, Robinson personally filed an answer. (G.C. Exh. 1(e).) Thus, well within the Section 10(b) 6-month limitation period, Robinson not only had actual notice of the charge and the proceeding in which the legality of his conduct was in issue, but he personally filed an answer in defense of the alleged violations.

On July 10, 1980, about 5 weeks after Robinson filed a bankruptcy petition for MFS, the first amended charge was filed, adding Robinson as a respondent. Thereafter he was represented by counsel at the hearing, and the issues of his *alter ego* status and personal liability were fully litigated and briefed by the parties.

Having found that Robinson is the *alter ego* of MFS, that the original charge was timely filed, and that Robinson had actual notice of the proceedings in which his conduct was in issue, I find that the service of the original charge on Respondent MFS constituted valid service also upon Respondent Robinson. *G & M Lath and Plaster Co., Inc. etc.*, 252 NLRB 969, 978 (1980). I therefore reject the contention that the naming of Robinson as an additional respondent was barred by Section 10(b) of the Act.

CONCLUSIONS OF LAW

1. By discriminatorily discharging employees Kenneth Hardiman, Ronald Henderson, Bernice Johnson, Erma Jordan, Lorraine Mosley, and Ruben Reed on November 2, 1979, because of their union activity, Noah Robinson and Master Food Services, Inc. (MFS), engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(3) and (1) and Section 2(6) and (7) of the Act.

2. By failing and refusing to reinstate employees Hardiman, Henderson, Johnson, Jordan, Mosley, and Reed on and since November 5, 1979, because of their union activity, Robinson and MFS further violated Section 8(a)(3) and (1) of the Act.

3. By threatening to discharge cafeteria employees unless they retrieved their union cards, and by threatening to close the cafeteria before Robinson would have any of his schools unionized, Robinson and MFS violated Section 8(a)(1) of the Act.

4. The November 2 discharge of the cafeteria supervisor did not violate Section 8(a)(1) of the Act.

5. As *alter ego* of MFS, Robinson is personally liable to remedy the unfair labor practices.

THE REMEDY

Having found that Respondents Robinson and MFS have engaged in certain unfair labor practices, I find it necessary to order them to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

Respondent Robinson and MFS having discriminatorily discharged six employees, I find it necessary to order

them to offer them reinstatement with compensation for lost pay and other benefits, computed on a quarterly basis from date of discharge to date of proper offer of reinstatement, less net interim earnings, in accordance with *F. W. Woolworth Company*, 90 NLRB 289 (1950), plus interest as computed in *Florida Steel Corporation*, 231 NLRB 651 (1977). See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962). Inasmuch as Respondents Robinson and MFS have engaged in such egregious misconduct as to demonstrate a general disregard for the employees' fundamental rights, I find it necessary to issue a broad order, requiring them to cease and desist from infringing in any other manner upon rights guaranteed employees by Section 7 of the Act. *Hickmott Foods, Inc.*, 242 NLRB 1357 (1979).

Upon the foregoing findings of fact and conclusions of law, upon the entire record, and pursuant to Section 13(c) of the Act, I hereby issue the following recommended:

ORDER⁴

The Respondents, Noah Robinson and Master Food Services, Inc., Chicago, Illinois, their officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discharging, failing, or refusing to reinstate, or otherwise discriminating against any employee for supporting Local 129, Chicago School Lunchroom Employees Union, Hotel and Restaurant Employees and Bartenders International Union, AFL-CIO, or any other union.

(b) Threatening to discharge employees unless they retrieve their union cards.

(c) Threatening employees with closure to avoid unionization.

(d) In any other manner interfering with, restraining, or coercing their employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Offer Kenneth Hardiman, Ronald Henderson, Bernice Johnson, Erma Jordan, Lorraine Mosley, and Ruben Reed immediate and full reinstatement to their former jobs or, if their jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and make them whole for any loss of pay or other benefits they may have suffered by reason of the discrimination against them in the manner set forth in the remedy section of this Decision.

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

⁴ In the event no exceptions are filed as provided Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

(c) Post at their cafeteria at Chicago Urban Skills Institute, Chicago, Illinois, copies of the attached notice marked "Appendix."⁵ Copies of said notices, on forms provided by the Regional Director for Region 13, after being duly signed by Respondents' authorized representative, shall be posted by Respondents immediately upon receipt thereof, and be maintained by them for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director, in writing, within 20 days from the date of this Order, what steps Respondents have taken to comply herewith.

IT IS ALSO ORDERED that the complaint be dismissed insofar as it alleges violations of the Act not specifically found.

⁵ In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

The Act gives employees these rights:

- To engage in self-organization
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for the purpose of collective bargaining or other mutual aid or protection
- To refrain from doing any or all of these things.

WE WILL NOT discharge or otherwise discriminate against any of you for supporting Local 129, Chicago School Lunchroom Employees Union, Hotel and Restaurant Employees and Bartenders International Union, AFL-CIO, or any other union.

WE WILL NOT threaten to discharge employees unless they retrieve their union cards.

WE WILL NOT threaten closure to avoid unionization.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their rights mentioned above.

WE WILL offer Kenneth Hardiman, Ronald Henderson, Bernice Johnson, Erma Jordan, Lorraine Mosley, and Ruben Reed immediate and full reinstatement to their former jobs or, if their jobs no

longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges previously enjoyed, and WE WILL

make them whole for any loss of pay or other benefits, plus interest.

NOAH ROBINSON AND MASTER FOOD
SERVICES, INC.